

Project Name:_____

AGREEMENT

This Agreement, made and entered into, by and between the _____ Board of Education, _____, Kentucky, hereinafter referred to as Board, and _____, a Kentucky Corporation, hereinafter referred to as Boosters.

WITNESSETH:

WHEREAS, the Board owns the property at _____ in _____ County, Kentucky, and

WHEREAS, the _____ program is in need of certain structural facilities for use in the program, and

WHEREAS, the Board at the present time is unable to supply the funds for said structural facilities, and

WHEREAS, the Boosters are willing to provide labor, materials, and funds for the construction of such facilities, and donate same to the Board.

NOW THEREFORE, for and in consideration of the foregoing, the parties covenant and agree as follows:

1. The Board will prepare necessary documents and submit same for the approval of a BG-1 construction application and other necessary approval from various state agencies as may be required for the construction contemplated by the parties.
2. The Board will provide, at its expense, architectural services for the purpose of obtaining an approvable set of completed plans and specifications for such structures as the parties may agree to construct, and shall submit such plans and specifications for approval from the Kentucky Department of Education and the Department of Housing, Buildings, and Construction.

shown the Board adequate resources (both monetary and donated materials) to accomplish said construction without financial liability to the Board.

5. The Boosters, while utilizing Board-owned property, shall operate within Board approved policies for securing resources.

6. The Boosters will complete the structure in accordance with the conformance with the plans and specifications as approved.

7. The structure will be completed and certified for occupancy no later than _____, 19____.

8. The Boosters will provide to the Board, as the Board may deem appropriate, general liability insurance and property damage insurance in amounts not less than Five Hundred Thousand Dollars (\$5000,000.00).

9. Upon completion of the structure as contemplated herein, the Boosters will release all claims of ownership and title to the structure will vest in the Board. The Board shall have complete control of the structure.

WITNESS the hands of the parties this the _____ day of _____, 19____.

BY: _____

Chairman, Board of Education

ATTEST:

Secretary

BY: _____